



County of Santa Cruz

SHERIFF -CORONER

701 OCEAN STREET, SUITE 340, SANTA CRUZ, CA 95060

(831) 454-2985 FAX: (831) 454-2353

MARK TRACY
SHERIFF -CORONER

April 8, 1999

Agenda: April 27, 1999

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

CREATE AND MAINTAIN A SHERIFF'S OFFICE INTER-ACTIVE WEB PAGE WITH ASSET FORFEITURE MONEY

Dear Members of the Board:

The need to provide up-to-date information for the members of our community is ever increasing. With the concept of Community Policing in mind, the Sheriff's Office would like to create an inter-active web page which would allow all your constituents instant access to Sheriff's Office statistics, press releases, photographs of high risk sex offenders, current problem oriented policing projects, general organizational information, and maps of district crimes and problems.

After consulting with the County Information Services Department, the best solution for our needs is to contract for an independent web service provider, this web provider would create and provide reliable web hosting, Internet dial-up access, the ability to password protect certain areas of the web site and the ability to have community members submit on-line forms to request reports and information, provide crime tip information, or simply give us comments and suggestions regarding our presence in the community.

After researching web site providers, the Sheriff's Office would like to retain S.A.D. Computing. Mr. Scotty Douglas, the proprietor, has submitted the attached proposal. Mr. Douglas has a business license and has an excellent reputation among law enforcement agencies for his web services.

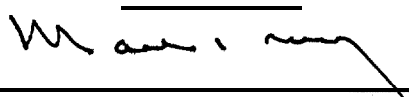
The proposed cost of web page design and implementation is \$3,000 with an additional \$2,500 required for a one year maintenance contract. The one year maintenance contract is needed for the first year operation. He will provide weekly updates of information and "most wanted" photographs. County Information Services has suggested they can train Sheriff's Office staff after the initial year to maintain and update our web site. The new web site will be located on the County's existing Internet Provider server - alleviating any additional costs for that service. All web site information and design will be approved by the County Administrative Office and links to the Santa Cruz County home page will be provided.

The Sheriff's Office currently has \$5,500 in its drug forfeiture trust fund which will allow the design and one year maintenance for a Sheriff's inter-active web page with no net county cost.

Therefore, I recommend your Board take the following actions:

1. Adopt the attached resolution accepting and appropriating unanticipated revenues from the Sheriff's Asset Forfeiture Trust, not to exceed \$5,500, to establish and maintain an inter-active web page for the Sheriff's Office as described in Attachment C.
2. Approve the attached Independent Contractor Agreement and Addendum for the creation of a Sheriff's Office inter-active web page and authorize the Sheriff to sign and execute the Independent Contractor Agreement for the term of April 27, 1999 to June 30, 2000.

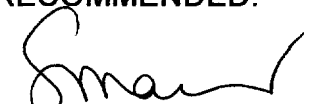
Sincerely,



Mark Tracy
Sheriff Coroner

MST:ld
Attachment

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 27th day of April _____, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and S.A.D. Computing _____, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result:

Create and maintain Internet accessible web pages for the Santa Cruz _____ County Sheriff-Coroner's Office, as described on Attachment C. The one-year maintenance period shall begin as of the date that the web pages have been accepted by the Sheriff-Coroner as fully operational and in _____ compliance with the specifications. _____

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

Costs are described on Attachment C, not to exceed \$5,500.00 _____

3. **TERM** The term of this contract shall be: April 27th, 1999 to June 30, 2000. _____

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such in-

coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here .

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here .

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$_____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY _____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

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(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and, activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: (Department should fill in the full name/title and address of the person/position responsible for the Agreement)."

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to: (Department should fill in the full name/title and address of the person/position responsible for the Agreement).

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical handicap or disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. Such non-discriminatory action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical handicap or disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disab-

-led Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

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(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

12. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"):

A, B, C, D

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR

By: _____

SAD COMPUTING
By: Scott P. Daylon

Address: 30-C MEADOW WAY, SCOTTS VALLEY, CA
95066

Telephone: 831-438-5045

APPROVED AS TO FORM

By: Henry A. Charalmanoff
County Counsel

APPROVED AS TO INSURANCES

By: Saret McKinley 3-30-99
Risk Management

DISTRIBUTION: County Administrative Office
Auditor Controller
County Counsel
Risk Management
Contractor

/FMICA

Attachment A

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AMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. _____ dated _____ by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY; and (hereinafter called CONTRACTOR) is amended to read as follows:

ml Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR'S personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000.00) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000.00 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective:

ml _____

Scott G. DeJure

CONTRACTOR

COUNTY OF SANTA CRUZ

By: _____

Attachment A

9/92

Attachment B

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AMENDMENT OF COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3) of Contract No. _____, dated
4/27/99, by and between County of Santa Cruz (hereinafter
called COUNTY) and SAD Computing (hereinafter
called CONTRACTOR) is amended to read as follows:

1. Guest Soeaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial Liability Insurance requirement of said Agreement by waiving same.

2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows:

creation of a web page does not pose reasonable risk of personal injury or property damage.

In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective _____

COUNTY OF SANTA CRUZ


CONTRACTOR

By: _____

SAD Computing

Scotty A. Douglass
30-C Meadow Way
Scotts Valley, CA 95066

Phone (831) 438-5045
Web Site <http://www.sadcomputing.com>
Email scotty@sadcomputing.com

Friday, December 4, 1998

SCSO Internet Website Proposal

I. Internet Website Creation:

- 50 Internet webpages \$2000
 - Including up to 10 on-line forms
- 30 Custom Graphics \$ 950
- 10 Mouse-overs effects on each page \$ 600
- 10 Links on each page \$ 275
- 40 Graphics (supplied by SCSO) scanned \$ 500
and added to various webpages

Subtotal:	\$4325
<u>Government Discount:</u>	<u>-\$1325</u>
Total:	\$3000

II. 1 Year Maintenance Contract:

- Unlimited scanning images (supplied by SCSO)
Added to website
- Weekly updates of up to 10 webpages
 - Text supplied by SCSO in text based format on disk
- Monthly backup of website onto disk
- Monthly statistical reports generated
 - If Internet Service Provider supports generating log files

Subtotal:	\$3500
<u>Government Discount:</u>	<u>-\$1000</u>
Total:	\$2500

Grand Total: \$5500

WEBCONT.WPD

ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT

Web pages created and designed by contractor shall become the exclusive property of County and County shall have the exclusive copyrights to them.

Contractor warrants that the Web pages created by contractor a) shall be free of all viruses, b) that any time functions shall be Year 2000 compliant, and c) shall conform to the specifications of County's Sheriff-Coroner's Department, as may from time to time change.

Contractor acknowledges that all identification information of users of the Web pages designed by contractor shall be confidential and contractor shall not read, access, compile, cache or other wise save such identification information, except to the extent that contractor must access such information in order to maintain the web pages as provided for in this agreement.

In the event of early termination of this agreement, Contractor shall cooperate with County in making available contractor's work product generated in creating and designing web pages for the Sheriff-Coroner to any new web page designer.

Contractor shall be entitled to place a single advertisement at the bottom of the initial Web page displaying contractor's name and logo, telephone number and Internet address.

CONTRACTOR

Date: 3-23-99

By Scott C. Deaton - SAD COMPUTING

Address: 30-C MEADOW WAY

SCOTTS VALLEY, CA 95066

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

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RESOLUTION No. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from State Asset Forfeiture Trust #72250 for Sheriff's Office Web Site program; and

WHEREAS, the County is recipient of funds in the amount of \$ _____ which are either in excess of **those anticipated** or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section **29130(c)/29064(b)**, such funds may be made available for specific appropriation by a four-fifths vote of the Board of Supervisors:

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$5,500.00 into

Department Sheriff-Coroner

T/C	Index Number	Revenue Subobject Number	Account Name	Amount
001	661100	0414	Drug Forfeitures	\$5,500.00

and that such funds be and are hereby appropriated as follows:

T/C	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
021	661100	3665		Professional & Special Services	\$5,500.00

DEPARTMENT HEAD I hereby certify that the fiscal provision's have been researched and that the Revenue(s)-(has been) (will be) received within the, current fiscal year.

B W. M. ... Department Head

Date 4-8-99

COUNTY ADMINISTRATIVE OFFICER

☒ Recommended to Board☐ Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz,
State of California, this _____ day of _____ 19____
by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

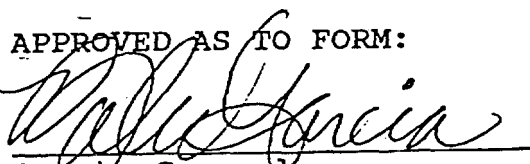
ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:


County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

Auditor-Controller

Distribution:

- Auditor-Controller
County Council
County Administrative Officer
Originating Department

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Sheriff-Coroner (Dept.)
[Signature] (Signature) H-08-89 e)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz Sheriff's Office (Agency)
and SAD Computing, 30-C Meadow Way, Scotts Valley, CA 95066 (Name & Address)

2. The agreement will provide the establishment of a Sheriff's Office web page on the internet.

3. The agreement is needed because the County does not currently provide this service.

4. Period of the agreement is from 4/6/99 to 6/30/00

5. Anticipated cost is \$ 5,500.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: _____

7. Appropriations are budgeted in 661100 (Index#) 3665 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. C081822 Date 4/8/99
are not will be

GARY A. KNUTSON, Auditor - Controller

By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
_____ to execute the same on behalf of the _____

(Agency). County Administrative Officer

Remarks: _____

(Analyst) By [Signature] Date 4-19-99

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

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A 11-29 (6/95)

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____

_____ 19 _____ By _____ Deputy Clerk